



Partnership Agreement between ENERGY STAR® and

an ENERGY STAR® Partner

Through this agreement, (‘‘ENERGY STAR Partner’’) joins in partnership with ENERGY STAR in one or more areas. ENERGY STAR Partner recognizes ENERGY STAR as a broad partnership designed to promote buildings, products, and homes that use less energy while providing the same or better performance than conventional designs. ENERGY STAR Partner wishes to use the ENERGY STAR name and/or label in association with qualified products or homes. ENERGY STAR Partner agrees to use the partnership and the ENERGY STAR label to promote energy efficiency as an easy and desirable option for organizations and consumers to prevent pollution, protect the global environment, and save on energy bills. ENERGY STAR Partner agrees that it is important to build and maintain the meaning of the ENERGY STAR label as a trustworthy symbol that makes it easy to make a difference for the environment while saving money.

Partner Commitments

ENERGY STAR Partner is committed to taking action in the area(s) indicated on the ENERGY STAR Commitment Form. For the designated program area(s), ENERGY STAR Partner agrees to fulfill all requirements as outlined in the following supporting documents.

- ENERGY STAR Program Requirements, defining requirements for being recognized as a partner in each program area, such as manufacturing, selling, or promoting ENERGY STAR labeled products to consumers or organizations. Specific requirements include identifying a responsible party for each area of participation and updating ENERGY STAR on the efforts undertaken through the partnership. Where applicable, these include ENERGY STAR eligibility criteria defining the energy and other performance specifications that must be met for use of the ENERGY STAR label on and/or in association with buildings, homes, and products; and
- ENERGY STAR Logo Use Guidelines, describing how the ENERGY STAR name and label may be used. Partner will adhere to these guidelines and ensure that its authorized representatives, such as advertising agencies, dealers, and distributors, are also in compliance.

ENERGY STAR will undertake a variety of efforts to build awareness of the ENERGY STAR name and label, maintain the credibility of the ENERGY STAR label and name, and promote the benefits of energy-efficient homes, buildings, and products. ENERGY STAR will strive to:

- increase awareness of the ENERGY STAR label and name across the residential and commercial sectors by distributing key messages on the benefits of ENERGY STAR qualified buildings, homes, and products;
- make current versions of ENERGY STAR Logo Use Guidelines and ENERGY STAR Program Requirements easily accessible through the Internet and other means;
- maintain a web site where ENERGY STAR Partner can furnish information on its program efforts and responsible key contacts as outlined in the ENERGY STAR Program Requirements; and
- provide ENERGY STAR Partner with public recognition through the web and other mechanisms for its efforts in the ENERGY STAR Partnership and its role in protecting the environment.

Disclaimers

Partner will not construe, claim, or imply that its participation in the ENERGY STAR program constitutes federal government approval, acceptance, or endorsement of anything other than Partner's commitment to the program. Partner understands its participation in the ENERGY STAR program does not constitute federal government endorsement of Partner or its buildings, homes, or products. Partner understands that the activities it undertakes in connection with the ENERGY STAR program are voluntary and not intended to provide services to the federal government. As such, Partner will not submit a claim for compensation to any federal agency.

Dispute Resolution

Partner and ENERGY STAR will assume good faith as a general principle for resolving conflicts under the ENERGY STAR program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in ENERGY STAR.

In the event informal channels do not produce a mutually agreeable resolution to a matter in dispute, either party to this agreement shall notify the other in writing as to the nature of the dispute, the specific corrective action sought and their intent to terminate the Partnership Agreement, either as a whole or in part, unless specific corrective actions sought are undertaken:

- within 20 days of receiving formal notification from ENERGY STAR indicating intent to terminate the Partnership Agreement, either as a whole or in part, Partner will reply, agreeing to either (1) undertake in a timely and effective manner the corrective actions sought by ENERGY STAR, or (2) terminate the Partnership Agreement, either as a whole or in part;
- within 20 days of receiving formal notification from Partner indicating its intent to terminate the Partnership Agreement, either as a whole or in part, ENERGY STAR will reply, either (1) agreeing to undertake in a timely and effective manner the corrective actions sought by Partner, or (2) explaining why such corrective actions cannot be undertaken;
- if Partner fails to respond within 20 days of receiving formal notification of ENERGY STAR's intent to terminate the Partnership Agreement, either as a whole or in part, or if Partner responds but does not agree to undertake corrective actions sought by ENERGY STAR, or if Partner agrees but does not initiate the corrective actions in a timely manner, then this agreement is terminated, either as a whole or in part.

Entry into Force and Duration of Agreement

Both parties concur that this agreement and the terms outlined in the supporting documents will become effective when signed by both parties. This agreement may be updated at any time to add new areas for which ENERGY STAR Partner wants to be recognized as a partner. Both parties concur that this agreement is wholly voluntary and may be terminated by *either party* at any time, and for any reason, with no penalty. Failure to comply with this Partnership Agreement and Logo Use Guidelines can result in termination of this agreement and authorization to use the label. ENERGY STAR will actively pursue actions for resolving issues of noncompliance.

The undersigned hereby execute this Partnership Agreement on behalf of their party. The signatories of this agreement affirm that they have the authority to execute this agreement on behalf of ENERGY STAR Partner and ENERGY STAR.

Partnership Agreement Signatory for ENERGY STAR:

Signature(s): Date(s):

Name(s):

Title(s):

Partnership Agreement Signatory for

Signature: Date:

Name:

Title:

Address:

City:

State:

Zip:

Country:

Phone:

Fax:

E-mail:

Web site: